and analogous actions, where this last is an element of damage, specific acts may be admitted to show that the plaintiff could not have been much offended. *Gulerette* v. *McKinley*, 27 Hun (N. Y.) 320. See 1 WIGMORE, EVIDENCE, §§ 210–213. *Contra*, *Gore* v. *Curtis*, 81 Me. 403, 17 Atl. 314. This reasoning has been applied to a libel on chastity. *Smith* v. *Matthews*, 21 N. Y. Misc. 150, 47 N. Y. Supp. 96. But in all these cases of offended virtue the specific conduct shown was impropriety; and the extension to collateral matters in the principal case appears dangerous. *Cf. Barton* v. *Bruley*, 119 Wis. 326, 96 N. W. 815. However, the case seems correct on the ground that where, as in New York, exemplary damages are allowed, truth of some statements in a libel should be admissible to rebut malice. *Contra*, *Fisher* v. *Patterson*, 14 Oh. 418. This has been held in the indistinguishable case where a separable part only of the libel declared on was submitted to the jury. *Holmes* v. *Jones*, 147 N. Y. 59, 41 N. E. 409. But *cf. Gressman* v. *Morning Journal Association*, 197 N. Y. 474, 90 N. E. 1131.

LIENS — LOSS OF LIEN BY REMOVAL OF FIXTURES. — The defendant purchased a house and lot with notice of a vendor's lien thereon, and removed the house to another lot owned by the defendant, without the knowledge of the lienholder. *Held*, that the lienholder may foreclose on the house. *Bowden* v. *Bridgman*, 141 S. W. 1043 (Tex., Ct. Civ. App.).

Wrongfully attaching a chattel of another to realty has been held by some courts not to divest the title to the chattel at law. *McDaniel* v. *Lipp*, 41 Neb. 713, 60 N. W. 81; *Eisenhauer* v. *Quinn*, 36 Mont. 368, 93 Pac. 38. But by the orthodox view the owner of the realty acquires legal title to the fixture. *Peirce* v. *Goddard*, 22 Pick. (Mass.) 559. The tortfeasee may sue only for damages. *Reese* v. *Jared*, 15 Ind. 142. The holder of a lien on a chattel would have no greater right that the lien be preserved at law. *Clark* v. *Reyburn*, 1 Kan. 281. But in equity the tortfeasor should not profit by his wrongful act. *Dakota Land & Trust Co.* v. *Parmelee*, 5 S. D. 341, 58 N. W. 811. All authorities agree that the lienholder may enjoin the removal of fixtures. *Williams* v. *Chicago Exhibition Co.*, 188 Ill. 19, 58 N. E. 611. If the fixture is simply removed without the knowledge or consent of the lienholder, the lien should not be destroyed. *Turner* v. *Mebane*, 110 N. C. 413, 14 S. E. 974. See *Hutchins* v. *King*, 1 Wall. (U. S.) 53, 60. *Contra*, *Buckout* v. *Swift*, 27 Cal. 433. Even when the removed fixture is annexed to other realty, the lien should not be lost as against anyone having notice or not paying value. *Hamlin* v. *Parsons*, 12 Minn. 108; *Partridge* v. *Hemenway*, 89 Mich. 454, 50 N. W. 1084. But relief has been denied when the lienholder did not show that the remaining security was inadequate. *Harris* v. *Bannon*, 78 Ky. 568. Following the view that the preservation of the lien is an equitable matter, it is not enforceable against a *bonâ fide* purchaser. *Verner* v. *Betz*, 46 N. J. Eq. 256, 19 Atl. 206.

LIMITATION OF ACTIONS — NATURE AND CONSTRUCTION OF STATUTE — OPERATION AGAINST PERSON UNDER DISABILITY. — While the plaintiff was an infant the defendant occupied his land adversely for seven years, the period of the statute of limitations. The defendant then abandoned it, but subsequently regained possession. The plaintiff became of age and instituted ejectment after the three years allowed by the statute for bringing suit after removal of disabilities, but within seven years after the defendant regained possession. *Held*, that the action is barred by the statute. *Dewey* v. *Sewanee Fuel & Iron Co.*, 191 Fed. 450 (Circ. Ct., M. D. Tenn.).

The language of many cases is that the statute does not run against disabled parties. See *Little* v. *Downing*, 37 N. H. 355, 368; *Fowler* v. *Pritchard*, 148 Ala. 261, 271, 41 So. 667, 670. Others more accurately say that the statute